obtain the full equivulent therefor. Thus, where a purchaser by fraudulent representations prevents an attendance of bidders, or by means of appealing either to the sympathy or cupidity of the bidders, obtain the property for less than he otherwise would, the sale may be set aside. This is especially true where the purchaser has an interest in the land to such practices in order to obtain the property for less than he otherwise would be able to do."

and in 6 C.J. 830, the principal is thus stated;

"Generally it may be said that any act of the auctioneer or of the party selling, or of third parties as purchasers, which prevent a fair, free and open sale, or which diminishes competition and stifles or chills the sale, in contrary to public policy and vitiates the sale. Thus a sale will be set aside where a person desirous or purchasing, prevents others by his improper conduct, from bidding against him, as were he chills the sale by an appeal to the sympathies of those present."

But it is not necessary to go outside of our own decision to find the law on the subject. In Chew v. Baker, 133 Md. 537, Judge Burke, in speaking for this Court, premised his decision in that case, where there was a question similar to this, by saying;

"It is proper to say that, there is nothing in the recocord to justify any charge of fraud or bad faith on the part of anyone connected with the sale".

and after referring to State V. Brockes, 2 Bland, 37, and Wagner v. Phillips. 51 Mo. 117, said

These two cases, in which the facts are very anologous to those contained in this record, are based upon principles of fairness and justice, and sustain the decree of the lower Court."

which set the sale aside. Without quoting at length from that opinion, it will be seen from the facts and law therein states that the principals announced are very applicable to this. There one of those selected by the heirs of the former owner of the property approached Mr. Frazier, who had gone to the sale for the purpose of buying the property at a price considerable higher than it was sold for, had has a full talk with him about the property and about the desire of the heirs to acquire it at the sale, --- the result being Mr. Frazier did not bid on the property. Judge Burke also quoted from Johnson v. Doresy, 7 Gill, 269, that it is certainly true that inadequacy of price to be regarded as a strong auxiliary argument, in combination with circumstances calculated to cast a doubt or suspicion upon the correctness of the sale. The Chancellor in 2 Bland, 37, said, amongst other things;

"In the present case, while there does not appear to have been any fraud or collusion, but if a sale under such circumstances, should be ratified, the encouragment which the precedent might afford, would probably operate not only against the interests of the parties concerned in sales, but against substantial justice and the reputation of this tribunal."

The syllabus in Chew V. Baker, which we refur to for convenience, says;

". When a purchaser keeps bidding away and suppresses competitive bids, it is justifivation for setting aside a sale in case of an inadequate price."

See also Neale v. Peverley, 114 Md. 198.

Without any further citations of authorities, or discussion of the facts, we feel constrained to reverse the order ratifying and confirming the sale to Mrs. Georgianna S. Mc-Lane and remand the cause in order that the property sold to her again be offered for sale.

Order of June 11, 1923, reversed and cause remanded, the purchaser

to pay the costs.

Judge Thomas and Judge Pattison have examined the case and concur in the above opinion.

Filed February 13th, 1924.